

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

RUFINO DEJESUS, individually and on
behalf of others similarly situated,

Plaintiff,

- against -

BUKHARA GRILL II, INC. (d/b/a
BUKHARA GRILL), VIJAY RAO, RAJA
JHANHEE, and VICKE VERMA,

Defendants.

ORDER

20 Civ. 6147 (PGG)

PAUL G. GARDEPHE, U.S.D.J.:

Pursuant to Cheeks v. Freeport Pancake House, Inc., 796 F.3d 199 (2d Cir. 2015), the parties have submitted a joint letter seeking judicial approval of their proposed settlement in this Fair Labor Standards Act (“FLSA”) action. (Dkt. No. 45) “When reviewing an FLSA settlement agreement submitted for approval, ‘courts must consider whether the agreement reflects a reasonable compromise of disputed issues rather than a mere waiver of statutory rights brought about by an employer’s overreaching.’” Mosquera v. Masada Auto Sales, Ltd., No. 09 Civ. 4925 (NGG), 2011 WL 282327, at *1 (E.D.N.Y. Jan. 25, 2011) (quoting Le v. SITA Info. Networking Computing USA, Inc., No. 07 Civ. 86 (JS), 2008 WL 724155, at *1 (E.D.N.Y. Mar. 13, 2008)). “The court needs to be presented with sufficient evidence in order to determine ‘whether the settlement agreement represents a fair and reasonable resolution of [the] disputes.’” Id. (quoting Le, 2008 WL 724155, at *1).

Here, the parties have provided little explanation as to why the proposed settlement constitutes a fair and reasonable resolution of the dispute. Counsel has not provided any information concerning the nature of the litigation risk or why the settlement amount

constitutes a reasonable compromise. The parties reference “the risks in this case outlined above,” but never explain what those risks are. (Jan. 6, 2022 Jt. Ltr. (Dkt. No. 45) at 2) In sum, the Court lacks sufficient information to determine whether the proposed agreement is, in fact, fair and reasonable. The parties will submit a joint letter to the Court addressing these issues by **February 21, 2022.**

Dated: New York, New York
February 7, 2022

SO ORDERED.

A handwritten signature in cursive script, reading "Paul G. Gardephe", written in black ink.

Paul G. Gardephe
United States District Court